

Memorandum of Understanding

between

The Guilford County Board of Education

and

Guilford College

concerning

The Early College at Guilford

for

July 1, 2015 through June 30, 2016
and up to three (3) additional years

NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

GUILFORD COUNTY

This Memorandum of Understanding ("Agreement") is made and is effective as of July 1, 2015 ("Effective Date") by and between Guilford College ("GUILFORD") and Guilford County Schools ("GCBOE").

PARTIES

GUILFORD is a nonprofit corporation organized under the laws of the State of North Carolina which exists to operate an institution of higher education. GUILFORD locates its primary office at 5800 W. Friendly Ave., Greensboro, NC 27410.

GCBOE is a governmental unit of the State of North Carolina which exists to operate a system of public schools in Guilford County, North Carolina. GCBOE locates its primary office at 712 N. Eugene St., Greensboro, NC 27401.

Collectively, GUILFORD and GCBOE are referred to in this Agreement as "the Parties."

RECITALS

WHEREAS, GCBOE seeks to operate a public high school which is designated "The Early College at Guilford" and which offers the educational opportunities described in Attachment A;

NOW THEREFORE, intending to be legally bound, the Parties enter into the Agreement under the following, and only the following, terms.

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AGREEMENT

1. TERM

- 1.1. Original Term. The Initial Term of this Agreement shall be one (1) year and will commence on the Effective Date, unless sooner terminated by the parties in accordance with the terms and conditions of this Agreement.
- 1.2. Renewal Terms. This Agreement may be renewed each year for an additional term of one (1) year ("Renewal Term") as provided in Attachment A. The renewal will be memorialized in writing pursuant to §10.7.

2. OPERATION OF THE SCHOOL

- 2.1. GCBOE will operate on GUILFORD's premises a public high school with the official name of "The Early College at Guilford" ("the School").
- 2.2. GCBOE, in collaboration with GUILFORD, will make best efforts to admit and maintain a regularly enrolled body of students at the School.
- 2.3. The School will provide the educational opportunities described in Attachment A.
- 2.4. Day-to-day management of the School and the decision-making authority with regard to operational issues shall be vested in the Principal of the School, subject to the supervision of GCBOE. Should any such issues affect GUILFORD, the Principal of the School shall exercise this management and authority in consultation with an individual designated by Guilford as its liaison to the School.
- 2.5. Policy decisions with respect to the School shall be made by GCBOE. Should any such issues directly affect GUILFORD, such decisions shall be made in consultation with GUILFORD.

3. DUAL ENROLLMENT IN COLLEGE COURSES FOR COLLEGE CREDIT

- 3.1. As further specified in Attachment A, GUILFORD will allow High School Students to dually enroll in college-level courses:
 - a) that are offered by GUILFORD to students enrolled at GUILFORD ("GUILFORD Students");
 - b) that are taught by faculty members of GUILFORD; and
 - c) for which the High School Student has met all course pre-requisites (or the high school equivalent) that other GUILFORD Students are required to meet for that course.
- 3.2. The college-level courses provided in §3.1 will be referred to in this Agreement as "College Courses."

- 3.3. High School Students will participate in the same process of registration, drop-add, and withdrawal ("Course Actions") as other GUILFORD Students. GCBOE will supervise and monitor High School Students' Course Actions and may limit students' Course Actions through GCBOE policies or the independent decisions of GCBOE employees.
- 3.4. While enrolled in College Courses, GUILFORD will treat High School Students as non-degree seeking students.
- 3.5. GUILFORD will grade and/or evaluate High School Students and award them college credit for the College Courses they take as provided in Attachment A.

4. HIGH SCHOOL STUDENTS ON GUILFORD CAMPUS

- 4.1. Student Privacy. In accordance with the Family Educational Rights and Privacy Act, other applicable federal and state laws, and GCBOE's administrative policies, GUILFORD will protect High School Students' privacy and guard against the unauthorized release of identifying student information and student records. GCBOE will ensure that an adequate waiver and/or consent is executed by the appropriate individual(s) authorizing GUILFORD to possess and access student information and records for each High School Student who enrolls in College Courses.
- 4.2. Student Safety.
- a) GUILFORD acknowledges that High School Students will frequently be present on and moving about GUILFORD's campus without GCBOE's direct supervision.
 - b) GUILFORD will take the same precautions to protect the safety of High School Students and assumes the same liability for such High School Students as GUILFORD does for GUILFORD Students.
- 4.3. Exceptional Children Under IDEA.
- a) GCBOE will be responsible for identifying any High School Student who qualifies for an Individualized Education Program ("IEP") under the Individuals with Disabilities Education Act ("EC High School Student").
 - b) GCBOE will provide all counseling and additional services required by an EC High School Student's IEP.
 - c) If so provided in Attachment A, when an EC High School Student is actively engaged in a College Course, GUILFORD will, at the request of GCBOE and upon GCBOE's and the student's compliance with any GUILFORD EC procedures, provide the student with any special accommodations called for by the student's IEP.

5. COSTS

- 5.1. Tuition for College Courses.

- a) GCBOE will pay tuition to GUILFORD for each High School Student who enrolls in College Courses as provided in Attachment A.
 - b) If a High School Student reduces his/her college credit hours (by dropping a course or otherwise), GUILFORD will refund the tuition GCBOE paid for that High School Student according to the same refund guidelines GUILFORD applies to GUILFORD Students. GCBOE will make best efforts to prevent this condition from occurring.
- 5.2. Faculty and Staff. GCBOE will employ and provide qualified faculty for high school courses at the School, a qualified Principal for the School, and qualified administrative personnel sufficient to manage the operation of the School.
- 5.3. Textbooks.
- a) GCBOE will pay for textbooks for High School Students' College Courses. These textbooks will remain the property of GCBOE. If so provided in Attachment A, GUILFORD will buy back such textbooks at GCBOE's request.
 - b) GCBOE will provide textbooks for High School Students enrolled in high school courses at the School. These textbooks will remain the property of GCBOE.
- 5.4. Student Fees. If so provided in Attachment A, GUILFORD, with GCBOE's consent, may require High School Students or their parent(s)/guardian(s) to pay for additional expenses associated with the students' enrollment in College Courses.
- 5.5. Insurance.
- a) GCBOE will maintain standard insurance coverage as provided in Attachment A.
 - b) The provision of such insurance will not, however, affect, waive, or reduce any governmental or sovereign immunity protecting GCBOE or the School, except to the extent required by applicable law.
 - c) GUILFORD will be responsible for all standard insurance coverage as it relates to the physical plant and programs owned and operated by GUILFORD.
- 5.6. Other Costs. GCBOE will be responsible for all other costs of operating the School, but will not be obligated to pay any additional costs to GUILFORD unless specially agreed to by the Parties or provided in Attachment A.

6. CLASSROOM FACILITIES

- 6.1. As soon as is reasonably possible following the execution of this Agreement, the parties will jointly identify suitable classroom facilities for the students who are or will be enrolled at the School. If so provided in Attachment A, this may include modular classroom facilities owned by GCBOE.
- 6.2. The parties will make good faith efforts to make such classroom facilities available for use by the School on or before the date provided in Attachment A.

6.3. During each semester, GUILFORD will make the classroom reasonably available to GCBOE employees of the School.

7. **ADDITIONAL PROVISIONS.** Any additional provisions provided in any attachment to this contract are incorporated herein by reference. Where these additional provisions are more specific than or in conflict with the provisions in this Memorandum of Understanding, the additional provisions will govern.

8. **TERMINATION**

8.1. The parties acknowledge that:

- a) terminating this Agreement, in part or in whole, would materially and adversely affect High School Students' education, including their ability to graduate from high school; and
- b) GCBOE is uniquely dependent on GUILFORD's continued and uninterrupted provision of services under this Agreement in order to meet its constitutional obligation to provide High School Students with the opportunity for a sound basic education.

8.2. The Parties therefore agree that neither party may terminate this Agreement during its term, except that either party may terminate this Agreement on 45 days written notice if it becomes reasonably apparent that adequate funding for GCBOE from federal, state or local sources will not be adequate to enable GCBOE to fulfill its financial obligations to GUILFORD.

9. **CONTRACT TRANSFER.** Neither party to this Agreement may assign, subcontract, or otherwise transfer any interest in or right or obligation under this Agreement without having first obtained the prior written consent of the other party.

10. **MISCELLANEOUS**

10.1. Expenses. Except to the extent that this Agreement expressly provides otherwise, the parties to this Agreement will bear their own respective expenses incurred in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the consummation of the transactions it contemplates. This includes, without limitation, all fees and expenses of agents, representatives, counsel, and accountants.

10.2. Further Assurances. Each of the parties hereto will execute such agreements, certificates, documents, and other instruments, and take any further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the transactions for which it provides and contemplates.

10.3. Notices.

- a) *Transmission.* Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered with all charges prepaid by the party originating the notice or communication. Delivery may be made by

hand, telegraph, telex, facsimile; by certified, registered or express mail; or by Federal Express.

- b) *Effective Date.* If any such notice is transmitted by hand, telegraph, telex, or facsimile, notice shall be deemed given on the date that the transmission is made. If any such notice is transmitted by mail, notice shall be deemed given three (3) days after the date on which the notice was deposited in the United States mail or with an appropriate Federal Express agent.
- c) *Identified Contact Persons.* To be effective, notice must be sent to all individuals identified in Attachment A as contact persons for the party to which the notice is sent.
- d) *Change in Contact Person.* Either party may change the contact person(s) identified in Attachment A at any time and from time to time by giving notice to the other party in accordance with this §10.3.

10.4. No Joint Ventures. This Agreement does not and shall not be considered to create a partnership or joint venture between GUILFORD and GCBOE. Neither party will have the power to bind or obligate the other except as expressly provided herein.

10.5. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the School and supersedes all prior agreements, discussions, negotiations, or understandings, whether written or oral, and whether previous or parallel to this Agreement.

10.6. Waivers.

- a) The terms of this Agreement may be waived only by a written instrument that is signed by the party that is making the waiver.
- b) A party's delay in exercising any right, power, or privilege hereunder will not operate as a waiver thereof. Nor shall a party's waiver of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- c) A party's failure to exercise any right, power, or privilege hereunder will neither create nor allow to be created a standard of practice under this Agreement.

10.7. Amendments. This Agreement may be amended, superseded, terminated, renewed or extended only by a written instrument signed by both Parties.

10.8. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.

10.9. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties and their respective permitted successors in interest.

10.10. Force Majeure. Neither party will be liable under this Agreement for any loss or damage of any nature that is incurred as a result of any failure or delay in

performance that is, in turn, caused by circumstances beyond its reasonable control. This includes, without limitation, any failures or delays in performance caused by lack of available production facilities, strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, failures of communication facilities or sources of raw material, destruction of a party's relevant facilities, or any other condition beyond the party's reasonable control. This clause shall not excuse, however, a party's obligation to pay money due hereunder to the other nor extinguish any obligations owed among the parties that arose prior to the event of force majeure.

- 10.11. Variations In Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.
- 10.12. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, but together signed by all of the parties hereto.
- 10.13. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 10.14. Severability of Provisions. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable on its face or in its application to a particular person, entity, or circumstance, the remaining portion of such provision, along with the remaining provisions of this Agreement, shall not be affected, but rather remain in full force and effect in a manner that advances the intended purposes of this agreement.

[The remainder of this page is intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

Guilford College

[SEAL]

By: Jane Fernandes
Name: Jane Fernandes
Title: President

DATE: 4/23/2015

ATTEST:

Jane C. Pullman
Name:
Asst. to the VP/Academic Dean
Title:

Guilford County Board of Education

[SEAL]

By: Alan W. Duncan
Name: Alan Duncan
Title: Chairman

DATE: 5/7/2015

ATTEST:

[Signature]
Name:
Superintendent
Title:

CONTROLS:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Angela C. Henry
Name: Angela C. Henry
Title: Chief Financial Officer

DATE: 5-13-2015

ATTACHMENT A OPTIONAL PROVISIONS

The provisions, below, that are marked with "[X]" are fully incorporated into the above Memorandum of Understanding. The provisions, below, that are marked with "[]" are not incorporated and have no force or effect. The provisions, below, that are not marked with "[]" or "[X]" are fully incorporated into the above Memorandum of Understanding.

1. **Educational Opportunities Provided at the School.** The School will offer a rigorous Honors, Advanced Placement, and Post-Advanced Placement curriculum to highly motivated students with a distinguished record of academic performance. The School will serve grades 9 through 12.
2. **Renewal Terms**
 - a. On or before December 1 of the Original and any Renewal Term, the Parties will make best efforts to cooperatively discuss the renewal of this Agreement including, without limitation, the anticipated enrollment at the School and the anticipated tuition rate defined under this Agreement.
 - b. This Agreement will automatically renew for an additional Renewal Term of one (1) year at the end of the Original Term and any Renewal Terms unless it is terminated by a party in a signed writing sent to the other party on or before March 15 of the then current term.
 - c. This Agreement may renew automatically for a maximum of three (3) Renewal Terms following the Original Term.
3. **Tuition and Other Costs**
 - a. For the Original Term of this Agreement, the amount of tuition per High School Student that GCBOE pays will be \$5,759.03 per year. Tuition upon renewal shall be determined in accordance with the provisions in Attachment B.
 - b. The percentage increase in tuition for any year under this Agreement shall not exceed the percentage approved by the State Legislature for State colleges and universities from the prior year.
 - c. [] In the event that funds are made available to GUILFORD by the State or any other source to pay for any portion of a High School Student's tuition for College Courses, GUILFORD will reduce the tuition GCBOE pays for any such High School student by the amount received from the alternative funding source for that student. GUILFORD will make best efforts to secure the receipt of any such funding and will cooperate with GCBOE's efforts to secure GUILFORD's receipt of such funds.
 - d. [X] GUILFORD may require High School Students or their parent(s)/guardian(s) to pay for such items as school fees, facilities charges, newspaper subscriptions, and consumable items.

- i. ☒ This payment may not exceed \$200 per High School Student per semester.
- ii. ☒ High School Students who cannot reasonably afford such additional payment will be offered scholarships that are funded by:
 - 1. ☐ GUILFORD.
 - 2. ☒ GCBOE from funds including, without limitation, donations from the School's Parent-Teacher-Student-Association.
- e. ☒ Upon GCBOE's request, GUILFORD will buy back from GCBOE any textbooks that GCBOE purchased for High School Students' College Courses according to the same GUILFORD policies applicable to GUILFORD students.

4. Classroom Facilities

a. Classroom Facilities

- i. The parties will make good faith efforts to make classroom facilities available for use by the School on or before August 9 of each year.
- ii. ☒ GUILFORD will specifically make available to GCBOE the following classroom facilities: Bauman Telecommunications Center.
- iii. ☒ Classroom facilities may include modular classroom facilities owned by GCBOE. GCBOE will pay all costs associated with the operation and maintenance of such modular classroom facilities.
- iv. ☐ GUILFORD will provide science lab facilities necessary for the School to offer science courses.

b. Administrative Facilities

- v. ☒ GUILFORD will provide office facilities to the following GCBOE employees at the School:
 - 1. ☒ the Principal;
 - 2. ☐ an Administrative Assistant;
 - 3. ☒ a Counselor;
 - 4. ☒ all faculty members teaching courses at the School;
 - 5. ☐ the following additional staff positions: _____.
- vi. ☒ GUILFORD will specifically make available to GCBOE the following office facilities: The George Wilson White House.
- vii. ☐ Office facilities may include modular classroom facilities owned by GCBOE. GCBOE will pay all costs associated with the operation and maintenance of such modular classroom facilities.

b. Facility Availability, Utilities, and Equipment

- i. ☐ GUILFORD will make classroom and office facilities reasonably available to GCBOE employees and High School Students at the School from _____ am to _____ pm on _____ through _____ of each week during the term of this Agreement. This includes:
 - 1. ☐ unlocking and disarming all doors and alarms.
 - 2. ☐ providing GCBOE employees of the School with appropriate keys and alarm codes.
- ii. ☒ Without additional charge, GUILFORD will provide utilities (excluding telephone) and routine maintenance to all GUILFORD-owned facilities used by the School.
- iii. ☒ Any computer network equipment, telephone, furnishings, and other hard asset necessities, including the costs and effort associated with their selection, purchase, set up, and removal, provided by GCBOE will remain the property of:
 - 1. ☒ GCBOE.
 - 2. ☐ GUILFORD.

c. Parking Facilities

- i. ☒ GUILFORD will provide GCBOE employees at the School with adequate parking at:
 - 1. ☐ an additional cost to GCBOE or its employees at the School.
 - 2. ☒ no additional cost to GCBOE or its employees at the School.
- ii. ☒ GUILFORD will provide High School Students with adequate parking at:
 - 1. ☒ an additional cost to respective High School Students.
 - 2. ☐ no additional cost to GCBOE or High School Students.

5. Campus Facilities

- a. GUILFORD will not grant High School Students access to residential or dormitory facilities within GUILFORD's control.
- b. ☐ GUILFORD will grant High School Students access to the same campus facilities as it grants to students enrolled in GUILFORD.
- c. ☒ GUILFORD will grant GCBOE employees of the School access to the same campus facilities as it grants employees of GUILFORD.
- d. ☒ GUILFORD will provide High School Students and GCBOE faculty employed at the School with any identification cards required by GUILFORD at:
 - i. ☐ at an additional cost of \$_____ per identification card to the respective High School Student or GCBOE faculty employed at the School.

- ii. ☒ no additional cost to GCBOE, High School Students, or GCBOE employed at the School.
- e. ☐ GUILFORD will cause students enrolled in the School to be allowed to utilize or participate in any child care facilities or arrangements available to GUILFORD Students.

6. **Food Service Facilities**

- a. ☒ GUILFORD will grant High Schools Students with the same access to food service facilities on GUILFORD's campus as is provided to GUILFORD's non-residential Students.
- b. ☐ GUILFORD will provide GCBOE with access to facilities for GCBOE to serve High School Students lunch each day that School is in session.
 - i. ☐ These facilities are identified as _____.
 - ii. ☐ Such facilities will promptly be identified following the execution of this Agreement.
 - iii. ☐ Such facilities must include facilities for preparing food.
 - iv. ☐ Such facilities may include modular classroom facilities owned and maintained by GCBOE.
- c. ☐ The Parties will make good faith efforts to make such food service facilities available for use by the School on or before _____ of the Original Term and any Renewal Terms.
- d. ☐ During each semester, GUILFORD will make the food service facilities reasonably available to GCBOE employees at the School.
- e. ☐ The Food Service Facilities described in this section, other than any modular classroom facilities owned by GCBOE, will be provided by GUILFORD at:
 - i. ☐ an additional cost to GCBOE of \$ _____.
 - ii. ☐ no additional cost to GCBOE.

7. **Schedule of Operations.** The School will operate in accordance with:

- a. ☐ The GCBOE school calendar as it is adopted and amended by GCBOE.
- b. ☐ the COLLEGE calendar as it is adopted and amended by GUILFORD.
- c. ☒ a schedule agreed upon by the parties.

8. **Students**

- a. ☒ GCBOE will use commercially reasonable best efforts to maintain a student enrollment at the School of approximately 125 students.

- b. While actively engaged in College courses, GUILFORD activities, or moving about GUILFORD's campus, High School Students will adhere to and be disciplined according to the student code and honor code of:
 - i. ☒ GCBOE.
 - ii. ☒ GUILFORD.

- c. While actively engaged in high school courses, high school activities, or moving about facilities of the School, High School Students will adhere to and be disciplined according to the student code and honor code of:
 - i. ☒ GCBOE.
 - ii. ☐ GUILFORD.

- d. ☐ For each GCBOE student enrolled at the School, GUILFORD will assign one GUILFORD student enrolled at GUILFORD to serve as a mentor to the GCBOE student.

- e. ☒ Through a designated and identified liaison, GUILFORD will, in cooperation with a School counselor, assist GCBOE students enrolled in college courses at GUILFORD to successfully transition into college level academics and interpersonal dynamics, and will support each such student throughout his/her enrollment in College Courses.

- f. When an EC High School Student is actively engaged in a College Course, GUILFORD will, at GCBOE's request and upon GCBOE's and the student's compliance with any GUILFORD EC procedures, permit the student any special accommodations called for by the student's IEP with regard to:
 - i. ☒ instruction
 - ii. ☒ classroom seating; and
 - iii. ☒ testing and evaluation.

- g. ☐ GUILFORD understands that GCBOE endeavors to allow High School Students to continue their enrollment at the School for up to one (1) year after graduating from high school. For the purposes of this Agreement, any student enrolled at the school after he/she has graduated from high school is included in the definition of High School Students.

9. **College Credit and Degrees**

- a. ☒ GUILFORD will grade and/or evaluate High School Students enrolled in College Courses using the same criteria as that applied to GUILFORD Students.

- b. ☒ GUILFORD will award the same course credit to High School Students enrolled in College Courses as that awarded to GUILFORD Students.

- c. ☐ Should a High School Student earn enough college credit at GUILFORD to qualify for a degree, GUILFORD will award the High School Student such degree upon the High School Student's request.

10. Communications

- a. Communications sent to GUILFORD will be sent to:

Dr Adrienne Isreal
Vice President for Academic Affairs and Academic Dean
5800 W. Friendly Ave.
Greensboro, NC 27410

With copies to:

~~Greg Bursavich~~ James M. Wilson, Jr.
Interim Vice President for Finance
5800 W. Friendly Ave.
Greensboro, NC 27410

- b. Communications sent to GCBOE will be sent to:

Principal
5608 W. Friendly Ave.
Greensboro, NC 27410

With copies to:

Beth Folger
Chief Academic Officer
712 N. Eugene Street
Greensboro, NC 27401
folgerb@gcsnc.com

Jill Wilson, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
230 N. Elm Street, Suite 1900
Greensboro, NC 27401
jwilson@brookspierce.com

Maurice Green, Superintendent
712 N. Eugene Street
Greensboro, NC 27401
greenm@gcsnc.com

Angela C. Henry, Chief Financial Officer
712 N. Eugene Street
Greensboro, NC 27401
henrya@gcsnc.com

- c. ☒ Each party will allow the other to use the following in its public relations communications:
 - i. ☒ the Party's name.
 - ii. ☒ the Party's logo.
 - iii. ☒ the Party's trademarks.
 - iv. ☒ the Party's servicemarks.

11. **Insurance**

- a. ☒ GCBOE will maintain and, upon GUILFORD's reasonable request, provide documentation for the following insurance with a licensed insurance provider:
 - i. ☒ General Liability: \$1,000,000/occurrence; \$2,000,000 aggregate.
 - ii. ☒ Professional Liability: \$1,000,000/occurrence; \$2,000,000 aggregate.
 - iii. ☒ Worker's Compensation.
 - iv. ☒ Property and Casualty.

ATTACHMENT B

ADDITIONAL OR MODIFYING PROVISIONS

The following provisions, if any appear, add to, delete, or modify provisions in the Agreement and Attachment A, above.

1. **Tuition Upon Renewal.**

- a. The following definitions apply to the provisions of §1 of Attachment B only.
 - i. "Year B" means the then upcoming Renewal Term.
 - ii. "Year A" means the then current term.
 - b. Tuition for Year B will be the tuition for Year A plus X% of the tuition for Year A, where X equals the greater of the average legislated percentage increase in salaries for public school teachers in North Carolina for:
 - i. Year A; or
 - ii. Year B.
 - c. The Parties may mutually agree, however, to a tuition amount for Year B other than that provided in §(b) of Attachment B, provided that the percentage will not exceed the percentage by which state and local funds available to GCBOE for Year B increase over Year A.
 - d. To the extent that the cap on tuition increases provided in §1(c) of this Attachment B results in a tuition that, as a percentage, is less than the percentage increase in GUILFORD's faculty compensation for Year B, GCBOE will, at GUILFORD's request, make commercially reasonable best efforts to assist GUILFORD to identify funding sources outside GCBOE's budget to ameliorate or eliminate any shortfall created by the cap on tuition increases.
2. **Course Actions.** §3.3 (regarding Course Actions) expressly incorporates the "School Family Orientation, Protocol, and Conduct Handbook" as it may be amended by GCBOE from time to time in cooperation with GUILFORD ("the Handbook"). Where the Handbook limits GUILFORD policies that apply to a High School Student under §3.3, the Handbook will govern.

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